# **Master Contract**

**Between The** 

**Panorama Community School** 

**And The** 

**Panorama Education Association** 

2006 - 2007

# TABLE OF CONTENTS

		PAGE
Article 1	PREAMBLE	1
Article 2	GRIEVANCE PROCEDURE	1, 2
Article 3 Section 1 Section 2 Section 3 Section 4	DUES DEDUCTION Authorization Duration Termination Indemnity Clause	2 2 2
Article 4	OTHER PAYROLL DEDUCTIONS	2
Article 5 Section 1 Section 2 Section 3 Section 4	COMPLIANCE CLAUSE AND DURATION Separability Printing Agreement Duration Period Signature Clause	2 3 3
Article 6 Section 1 Section 2 Section 3 Section 4 Section 5 Section 6 Section 7 Section 8 Section 9 Section 10	WAGES AND SALARIES Teacher Salary Schedule Placement and Advancement on the Schedule Educational Lane Changes Method of Payment Activities Work Schedule Assignment Release from Teaching Contract Extended Contracts School Nurse Driver's Education Driving Bus to Practice	3 3 4 4 4 4 5 5
Article 7 Section 1 Section 2 Section 3 Section 4 Section 5 Section 6	INSURANCE Group Health Insurance Plan Coverage Life Insurance Disability Insurance Worker's Compensation School Liability	
Article 8 Section 1 Section 2 Section 3 Section 4	SICK LEAVE Accumulative Benefits Notification of Accumulation Medical Appointments Absence Due to Job Related Injury	6 6 6
Article 9 Section 1 Section 2 Section 3 Section 4 Section 5 Section 6 Section 7	TEMPORARY LEAVES OF ABSENCE Paid Leave Personal Leave Jury Duty Association Professional Bereavement Immediate Family Illness	6 7 7 7 7
Section 7 Section 8	Immediate Family Illness Absence Without Pay	

ARTICLE 10	EXTENDED LEAVES OF ABSENCE	8
Section 1	Educational Improvement	8
Section 2 Section 3	Family & Medical LeaveOther Extended Leaves	oo
ARTICLE 11 Section 1 Section 2	EMPLOYEE WORK YEAR In-School Work Year School Calendar	
ARTICLE 12	EMPLOYEE HOURS	8
ARTICLE 13	REDUCTION AND REALIGNMENT OF STAFF	9
ARTICLE 14	HEALTH	10
ARTICLE 15	ASSIGNMENT OF EMPLOYEES	10
ARTICLE 16	SAFETY PROVISIONS	10
ARTICLE 17	EMPLOYEE EVALUATION PROCEDURE	11
ARTICLE 18	TRANSFERS	11
ARTICLE 19	IN-SERVICE TRAINING	11
SCHEDULE "	A" SALARY SCHEDULE	14
	B" CO-CURRICULAR SCHEDULE	
SCHEDULE "	C" PAYROLL DEDUCTION OF PROFESSIONAL DUES	16
SCHEDULE "	D" PHASE I & II FUNDS	17

# MASTER CONTRACT between the PANORAMA COMMUNITY SCHOOL and the PANORAMA EDUCATION ASSOCIATION

#### ARTICLE I - PREAMBLE

The Board of Directors of the Panorama Community Schools, hereinafter referred to as the BOARD, and the Panorama Education Association, hereinafter referred to as the ASSOCIATION, agree as follows:

#### ARTICLE II - GRIEVANCE PROCEDURE

**Section 1** - A grievance shall mean only a complaint that there has been an alleged violation, misinterpretation, or misapplication, of any of the specific provisions of this agreement.

**Section 2** - (a) Every employee covered by this agreement shall have the right to present grievances in accordance with these procedures.

- (b) The failure of an employee (or, in the event of an appeal to arbitration, the Association) to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
- (c) It is agreed that any investigation or other handling or processing of any grievance of the grieving employee shall not be conducted during employee work hours.

#### Section 3

#### (a) First Step

An attempt shall be made to resolve any grievance in informal verbal discussion between complainant and his or her principal.

#### (b) Second Step

If the grievance cannot be resolved informally, the aggrieved employee shall file a grievance in writing, and, at a mutually agreeable time, discuss the matter with the principal. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the contract alleged violated, and shall state the remedy requested. The filing of the formal, written grievance at the second step shall be within ten (10) school days from the date of the occurrence of the event giving rise to the grievance. The principal shall make a decision on the grievance and communicate it in writing to the employee and the superintendent within ten (10) school days after receipt of the grievance.

#### (c) Third Step

In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved employee shall file within five (5) school days of the principal's written decision at the second step, a copy of the grievance with the superintendent. Within five (5) school days after such written grievance is filed, the aggrieved and the superintendent or his/her designee shall meet to resolve the grievance. The superintendent or his/her designee shall file an answer within ten (10) school days of the third step grievance meeting and communicate it in writing to the employee and the principal.

#### (d) Fourth Step

If the grievance is not resolved satisfactorily at step three, there shall be available a fourth step of impartial, binding arbitration. The Association may submit, in writing, a request on behalf of the Association and the grieving employee to the superintendent within fifteen (15) school days after the receipt of the step three answer for entering into such arbitration. The arbitration shall be conducted by an arbitrator to be selected by the two parties within seven (7) days after said notice is

given. If the two parties fail to reach agreement on an arbitrator within seven (7) days, the American Arbitration Association will be requested to provide a panel of seven arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one shall remain. The first name shall be struck by the moving party. The remaining name shall be the arbitrator. Expenses for the arbitrator's services shall be borne equally by the Board and the Association. The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the School District and the Association and his/her decision shall be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

#### Section 4

Whenever a grievance has been filed at such a time that it cannot be processed through all the steps of the procedure herein so as to be resolved by the end of the school year or occurs during the summer, all grievance procedure time lines referring to school days will revert to calendar days excluding Saturdays, Sundays, and holidays until the grievance if fully processed or school commences, at which time any remaining time lines, fractional or otherwise, will again be read as written in Section 3 of this article.

#### Section 5

If an aggrieved employee pursues the same general allegation of wrong or utilizes the same general set of underlying facts to pursue an action in any form other than under the grievance procedure of this agreement, then the Panorama Community School District shall not be required to process this general allegation or similar set of facts through the grievance procedure.

#### ARTICLE 3 - DUES DEDUCTION

- **Section 1 Authorization** Any employee who is a member of the Association or has applied for membership may sign and deliver to the Board an "Authorization to Employer" authorizing payroll deduction of the professional dues. The form of the assignment shall be as set in Schedule "C". The Board is not involved in collecting initiation fees, special assessments, back dues, fines or similar items under the definition of "dues".
- **Section 2 Duration** Such authorization shall take effect and continue from September of the year in which it is given and shall thereafter continue unless revoked in writing by a thirty (30) day notice to the Board and to the Association.
- **Section 3 Termination** The Association will be given notice in writing prior to dues deduction of the termination of an employee who has authorized dues deduction. If the Board receives less than fifteen (15) days advance notice, the Board shall inform the Association when it receives such notice.
- **Section 4 Indemnity Clause** The Association agrees to indemnify and hold harmless the Board, each individual Board member, all administrators, and any office or clerical personnel involved in dues deduction against any and all claims, costs, suits, or other forms or liability and all court costs arising out of the application of the provisions in the agreement between the parties for dues deduction.

#### ARTICLE 4 - OTHER PAYROLL DEDUCTIONS

Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuity programs jointly approved by the Board and the Association.

#### ARTICLE 5 - COMPLIANCE CLAUSE AND DURATION

**Section 1 - Separability -** Should any article, section, or clause of this agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this

agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

Section 2 - Printing Agreement - Copies of this agreement shall be printed at the joint expense of the Board and the Association within one hundred twenty (120) days after the agreement is signed. The agreement shall be presented to all employees now employed or hereafter employed by the Board. An additional ten (10) copies shall be given to the Association President. Salary Schedules "A", "B", "C" and "Appendices" shall be provided by the Board to all employees when contracts are issued.

Section 3 - Duration Period - This agreement shall be in effect from July 1, 2006, until June 30, 2007.

#### Section 4 - Signature Clause

N WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their
respective Presidents, attested by their respective Bargaining Representatives, and their signatures
placed thereon V
all on theday of \ully , 2006.

PANORAMA EDUCATION

ASSOCIATION

Bargaining Representative

PANORAMA COMMUNITY SCHOOL

BOARD OF EDUCATION

Président

Bargaining Representative

#### ARTICLE 6 - WAGES AND SALARIES

#### Section 1 - Teacher Salary Schedule

The wages and salaries reflected in the salary schedule will be a part of this agreement for the school year designated thereon.

# Section 2 - Placement and Advancement on the Schedule

Each employee shall be placed at his/her proper step and lane of the salary schedule as of the effective date of this agreement. Employees new/returning to the District will be allowed up to five (5) years credit on the salary schedule for successful experience. The Board may allow all or part credit on the schedule for additional years of successful experience.

# Section 3 - Educational Lane Changes

Employees must secure prior administrative approval for credit/course work for salary schedule advancement by making application to the superintendent. Credit/course work for DE certificate renewal need not be approved by the superintendent. A transcript illustrating satisfactory completion (grade C or better) of approved credits must be submitted to the superintendent's office no later than September 1st if credit is sought for that school year.

Beginning with the summer of 2004 up to 3 hours of staff development credit per year may be applied to lane changes within the BA and MA lanes. This credit must be taken outside the regular workday in order to be applied to an educational lane change.

#### Section 4 - Method of Payment

- (a) Pay Period Each employee shall be paid in twelve (12) installments on the 20th of each month. When a pay date falls on or during a school holiday, vacation or holiday vacation or weekend, employees shall receive their check on the last previous working day.
- (b) Final Pay Employees leaving the system shall have the option of receiving all or any part of his/her earned contracted salary on the first pay period following the completion of the teacher's work year, providing the employee gives thirty (30) calendar days notice prior to the pay period and said payment shall not create a cash flow problem as determined by the administration. This decision shall not be subject to the grievance procedure.
- (c) Summer Pay Summer checks, other than for summer school teachers, shall be mailed to the address designated by the employee or picked up at the central office. The method shall be chosen and communicated in writing to the Board Secretary on teacher check-out day.
- (d) Retiring Employees Pay Retiring employees shall receive all of his/her earned contracted salary by the end of June unless doing so would cause a cash flow problem for the district as determined by the administration. If necessary, priority will be given to teachers retiring from the system over teachers leaving the system and exercising their rights as outlined in article (b) of the Section. This decision shall not be subject to the grievance procedure as outlined in Article 2.

# Section 5 - Activities Work Schedule Assignment

Each employee shall be assigned no more than four (4) assignments per year as listed in the Activities Work Schedule (found in the Teacher's Handbook) without compensation.

An attempt will be made to assign all employees an equal number of assignments.

Except for supervising one elementary concert, all other employee supervision at elementary programs and events related to activity and class sponsorships shall be in addition to the four (4) non-paid yearly assignments listed in the Activities Work Schedule and shall not be compensated under this section.

In the event that an employee is required to work more than four (4) assignments per year, the employee upon request, shall be paid fifteen (\$15) dollars per additional assignment.

If conference passes are eliminated, employees shall be granted a free pass for him/herself and spouse to all home activities sponsored solely by the Panorama Community Schools.

The above criteria shall not apply in cases where the employee volunteers to work. All assignments shall be made by the administration.

#### Section 6 - Release from Teaching Contract

Resignation shall be in writing, signed by the resigning party and directed to the Superintendent of Schools and referred by him/her to the Board of Directors with recommendations as approved by statute.

The Board recognizes that there are some circumstances which force an employee to request a release from contract before the expiration date of the contract; therefore, the Board will review each case and a determination will then be made as to releasing the employee or not.

#### Section 7 - Extended Contracts

Employees who are on an extended contract shall receive additional compensation at the rate of 1/190th of his/her annual salary per diem. In the event that an employee on an extended contract

has to be "docked", the amount subtracted for such withholding shall be computed at the rate of 1/190th of his/her annual salary per diem.

#### **Section 8 - School Nurse**

The school nurse(s) of the Panorama Community School District shall receive a salary according separate salary schedule that has been developed for the school nurse(s). Said sum will be prorated if the individual(s) are part time employees.

#### Section 9 - Driver's Education

The District may individually negotiate with an employee regarding the rate of compensation for driver's education instruction.

#### Section 10 - Driving Bus to Practice

Coaches who are required to drive for school sports between sites for practice shall be paid 25 cents per mile both ways. Coaches shall be reimbursed one-half (1/2) the cost for the chauffeur's license if so required.

#### **ARTICLE 7 - INSURANCE**

#### Section 1 - Group Health Insurance Plan

For each employee meeting carrier eligibility requirements, the Board shall pay not to exceed \$529.75 per month toward the purchase of a group health insurance plan. Such plan shall provide for hospital, surgical, and major medical protection in coverage amounts substantially equivalent to coverage offered in the 1977-78 Panora-Linden group insurance plan. No coverage shall be required for an employee who declines in writing to be covered by the insurance. These employees will receive an amount not exceeding \$490.00 per month toward purchase of a Tax Shelter Annuity.

The amount of monies remaining after payment of single coverage may be applied to any of the following options:

Option A - Toward the family health insurance coverage cost.

Option B - Any portion not used toward insurance may be put toward a Tax Shelter Annuity.

Option C - Married couples who are both employed by the District may apply both single rate contributions toward the purchase of a family plan. (\$529.75 per month each)

Option D - Toward the Flex Plan.

Any options are to be set forth each year as soon as possible after the cost of the single insurance premium is set by the insurance carrier.

The insurance company shall be selected by the Board.

#### Section 2 - Coverage

The insurance program shall be for twelve (12) consecutive months beginning July 1, 2006, and ending June 30, 2007. If requested in writing, new employees who are under contract for services prior to the start of the effective date of the insurance program, may be covered by this insurance if the full premium is paid by the said employee, and if this practice is acceptable to the insurance carrier. Employees on non-paid qualified leave shall have the option to participate in the insurance program by paying the full premium themselves if this practice is acceptable to the insurance carrier.

#### Section 3 - Life Insurance

A \$10,000.00 Group Life Insurance policy for each employee will be paid by the Board.

#### Section 4 - Disability Insurance

Long Term Disability will be paid for the individual employee.

#### Section 5 - Worker's Compensation

The Board will provide Worker's Compensation Insurance as required by law.

#### Section 6 - School Liability

All employees shall be covered by a Board financed liability insurance program covering job related performance of duties as determined by the insurance carrier. The insurance company and program shall be selected by the Board.

#### ARTICLE 8 - SICK LEAVE

#### Section 1 - Accumulative Benefits

All full-time employees shall be granted leave of absence for personal illness or injury with full pay at a rate of fifteen (15) days per year cumulative to ninety (90) days. After the ninety (90) day limit is obtained, the employee will be granted those ninety (90) days plus the fifteen (15) days granted for the current school year. For each sick day not used by an employee, said employee will be granted \$10 per day upon leaving this district or at retirement. Other employees shall be granted leave of absence for personal illness or injury by the following method:

Method A - Part-time employees not working every school day and working less than a school week shall be granted prorated yearly and total accumulations.

Method B - Part-time employees working a fraction of the full school day each day shall be granted fifteen (15) of such fractional days per year cumulative to ninety (90) days of such fractional days.

Method C - Employees who have reached retirement age and are working under a one year continuance contract shall be granted fifteen (15) days per year on a non-cumulative basis.

#### Section 2 - Notification of Accumulation

Employees shall be notified of accumulative sick leave prior to the initial pay check. Failure to contest the accounting of sick leave accumulation within ten (10) school days of receipt of the initial paycheck waives further protest.

#### Section 3 - Medical Appointments

Doctor or dentist appointments due to illness, injury or required employee doctor appointments which cannot be scheduled outside the normal workday shall be taken from sick leave by an amount in multiples of not less than one-half (1/2) day units. Employees shall make every effort to schedule such appointments during non-school hours. An employee may be excused for the foregoing reasons and in compliance with the foregoing standards after student contact hours without diminishment of sick leave at the discretion of the employee's immediate supervisor.

#### Section 4 - Absence Due to Job Related Injury

In the event an employee exhausts all of his/her accumulated sick leave due to an absence caused by injury incurred while performing duties pursuant to Board policy, said employee shall be granted five (5) non-accumulative days for personal illness or injury that may be used during the remainder of the school year. The employee shall be required to complete seven (7) consecutive working days after returning from the job related injury absence before the additional five (5) non-accumulative days will be granted.

#### ARTICLE 9 - TEMPORARY LEAVES OF ABSENCE

#### Section 1 - Paid Leave

For the duration of this contract, employees shall be entitled to the following temporary, non-accumulative leaves of absence with full pay each school year. The employee shall be notified when a day is used and from which section said day is taken.

#### Section 2 - Personal Leave

At the beginning of each school year, each employee shall be credited with three (3) days of personal leave. an employee planning to use the personal leave day shall make his/her request to the building principal in writing at least one (1) week in advance, except in cases of extreme emergency. The administration may limit the number of employees taking a personal leave day to three (3) employees district wide and no more than two (2) employees at any one (1) site on a given day. A personal leave day shall not be granted on the day before or after a holiday or vacation period, the first two weeks or the last two weeks of the school year, except with permission of the superintendent. The principal will reply in writing to leave requests within (2) days.

These restrictions shall not apply when used in conjunction with Section 6 or 7 of the article.

Certified staff not using a portion of their personal leave will be reimbursed at the end of the school year for the portion not used at the rate of the substitute's pay. The amount of pay shall not exceed 3 times the substitute rate. The staff member may convert unused personal days into immediate family illness days to be accumulated to a maximum of five (5) days. Once a personal leave day has been converted to an immediate family illness day it may not be used for a personal day or reimbursed.

#### Section 3 - Jury Duty

Any employee called for jury duty during school hours shall be provided such time. Any fees or remuneration the employee receives during such leave, with the exception of mileage or other expense reimbursements, shall be turned over to the Panorama Community School District. Employees released from jury duty at midday shall report back to their assigned building.

#### Section 4 - Association

Up to eight (8) days shall be available for employees to represent the Association at the State Delegate Assembly and at other meetings or conferences. The cost of all substitutes shall be borne by the Association.

#### Section 5 - Professional

Professional leave may be allowed if applied for one (1) week prior to the date of leave and approved by the building principal and the superintendent of schools.

#### Section 6 - Bereavement

- (a) A leave of not more than five (5) days per incident with full pay will be granted in case of death in the immediate family of the employee; said immediate family being limited to the following relations: children, father, mother, brother, sister, wife, husband, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent, grandparent-in-law, and grandchild. This leave shall be granted by the superintendent and shall be for the attendance at the funeral and for any other purpose.
- (b) In the case of the death of any other relative, absence shall be allowed without loss of pay for attendance at the funeral. Personal leave day(s) may be used to supplement the one day funeral attendance leave in cases of extreme traveling difficulties.
- (c) The said officials shall have the authority to extend the above provisions in any specific instance to apply to the case of death of a person whose personal relations to the employee were, in fact, equivalent to the ties of blood recognized in the above provisions.

#### Section 7 - Immediate Family Illness

Personnel shall be granted leave of absence at full pay for illness in the immediate family (spouse, legal dependent children, mother and father) not to exceed five (5) days per year. Personal leave may be used to supplement the Immediate Family Leave.

#### Section 8 - Absence Without Pay

Absence without pay may be authorized at the superintendent's discretion. The employee shall make written application at least five (5) school days in advance of the date of absence. In emergency situations, shorter notice may be acceptable. This section is not subject to the grievance procedure outlined in Article 2 of this contract.

#### ARTICLE 10 - EXTENDED LEAVES OF ABSENCE

#### Section 1 - Educational Improvement

A leave of absence without pay for up to one (1) school year may be granted at the discretion of the Board of an employee, for the purpose of engaging in study, at an accredited college or university. Upon return from such leave, the employee shall be placed at the same position on the salary schedule and maintain the same benefits as he/she would have gained would he/she have taught in the District during such period.

#### Section 2 - Family and Medical Leave

Family and medical leave shall be granted in accordance with applicable federal and/or state law. Panorama Board Policy 409.1.

#### Section 3 - Other Extended Leaves

Other non-paid extended leaves of absence may be granted at the discretion of the Board.

#### ARTICLE 11 - EMPLOYEE WORK YEAR

#### Section 1 - In-School Work Year

The in-school work year for employees contracted on a nine (9) month basis shall not exceed one hundred ninety (190) days to include three days of inservice/work time at the beginning of the year, the Friday before Labor Day, work days at the end of the fourth quarter, and the holidays of Presidents' Day, Good Friday, and Easter Monday. Any required work days beyond the stated contract days shall be paid per diem. Additional "early outs" or "late starts" may be scheduled to comply with additional state mandated professional days. January 2<sup>nd</sup> will be considered an unpaid holiday.

#### Section 2 - School Calendar

The school calendar shall be approved by the Board. Staff suggestions on items concerning the school calendar may be submitted to the superintendent.

#### ARTICLE 12 - EMPLOYEE HOURS

#### Section 1

The normal workday for full-time employees shall consist of eight (8) clock hours.

#### Section 2

The normal workday shall end at the close of the students' day on a) Fridays, b) days preceding holidays and vacations, c) days where inclement weather requires early dismissal of students, d) days for specific employees who are to perform certain non-compensated assignments beyond the aforementioned workday (parent/teacher conferences, elementary programs) provided the employee has completed all assigned duties.

#### Section 3

Employees will be granted a twenty-five (25) minute duty-free lunch period. Employees may make individual agreements with administrators regarding lunch period supervisory duty.

#### Section 4

The building principal or his designee shall have the flexibility to release an employee during the employee's workday.

#### Section 5

The Board and Association agree that certain assignments beyond the regular classroom duties of all employees are essential to the successful operation of a total school program within a comprehensive school system and may be required.

#### ARTICLE 13 - REDUCTION AND REALIGNMENT OF STAFF

#### Section 1

When in the sole, exclusive and final judgment of the Board, declining enrollment, reduction of program or any other reason requires reduction in staff, the administration shall attempt to accomplish the same by attrition. In the event necessary reduction in staff cannot be adequately accomplished by attrition given the necessity to hire and/or maintain the most competent and qualified staff available in the interests of perpetuating the highest quality education program possible, the administration shall base its decision as to resulting contract renewals on the following criteria in order of consideration:

- (a) Qualifications, skills, ability, successful teaching experience, professional preparation, performance of extra duty assignments;
- (b) Continuous years of teaching experience in the Panorama District/Panora-Linden District/Yale-Jamaica-Bagley District;
- (c) Total years of teaching experience.

Unless necessary to maintain an existing program, employees with emergency or temporary certification shall be released first.

Categories for staff reduction will include:

- a) Middle School-High School (6-12) by curriculum area
- b) Elementary (K-5)
- c) Special education by certification category (K-5)
- d) Special education by certification category (6-12)
- e) Chapter I teachers
- f) Guidance counselors (K-12)
- g) Nurses (K-12)

No teacher may be prevented from securing other employment during the time he/she is unemployed under this article.

Any employee terminated pursuant to the terms of this procedure shall be given first consideration for employment.

#### Section 2

Any employee who resigns or is terminated for reasons of staff reduction or realignment shall have recall rights to any vacancy in the applicable staff reduction category from which he/she was reduced, providing said individual holds appropriate certifications for all components of the vacant position which may include an extracurricular component, for one (1) calendar year from the effective date of his/her termination. Employees shall be recalled to professional categories in inverse order of the layoff. The personnel record of the person who is terminated due to staff reduction shall show that the employee's termination was the result of staff reduction. The acceptance by an employee of subsequent employment on a full-time or regular part-time basis with another school district will terminate that employee's recall rights under this article. Notice of recall shall be given by certified mail addressed to the last known address on file with the District. Failure to respond to said notice within ten (10) calendar days after the date of mailing said notice shall result in the loss of recall rights.

#### Section 3

The administration shall provide written notice to the Association and to each employee who may possibly be affected by reduction or realignment of staff no later than March 15th preceding each school year. Such notice shall include written reasons for reduction or realignment of staff. All employees who are terminated shall be notified in writing by April 15th.

#### Section 4

Any employee re-employed by exercising his/her recall right shall be given full placement on the salary schedule, related benefits, and experiences as if continuously employed with the School District.

#### ARTICLE 14 - HEALTH

#### Section 1

All employees shall be required to have a physical examination every third year. The school physical exam form shall be used and returned to the Board Secretary by September 10 of the year in which required. The District shall pay up to \$50.00 for the physical examination per Board form. Any charges in excess of this sum shall be paid by the employee. The physical examination required upon initial employment with the District shall be the sole responsibility of the employee.

#### Section 2

Employees may be required to submit to a pre-employment medical examination at the cost of the School District.

#### Section 3

The Board has the right to discharge an employee determined to be physically unqualified. This determination is to be made by a physician jointly agreed upon by the Board and the employee. In the event the Board and the employee cannot agree upon the appointment of a third physician, said appointment shall be made by the Guthrie County Medical Society. The expense of any examination by an impartial third physician shall be the obligation of the Board.

#### Section 4

The Panorama Community School will continue to make reasonable provisions for the safety and health of employees while performing services related to employment. Employees are encouraged to be alert for unsafe conditions/practices and to report them immediately to the appropriate principal.

#### Section 5

The Association and employees have the obligation to abide by and help enforce District health and safety rules. Employees will be held responsible for the reasonable use and care of materials, equipment and devices provided the employee.

#### ARTICLE 15 - ASSIGNMENT OF EMPLOYEES

Each employee shall be given written tentative notification of his/her class and/or subject assignments for the forthcoming year not later than June 1.

#### **ARTICLE 16 - SAFETY PROVISIONS**

# Section 1

An employee within the scope of his/her employment may apply such amount of force as is reasonable, lawful and necessary to quell a disturbance threatening physical injury to others; to obtain possession of weapons or other dangerous objects upon the person or within control of the pupil; for the purpose of self-defense; for the protection of persons or property.

#### Section 2

The Board shall reimburse employees for the reasonable cost of personal items (i.e. watch, glasses, or articles of clothing) damaged or destroyed in an assault of the employee.

#### Section 3

Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or immediate supervisor.

# ARTICLE 17 - EMPLOYEE EVALUATION PROCEDURE

By the 2005-06 school year, the Panorama Community School District will provide a system of professional development and evaluation for all teachers which conforms to the Iowa Teacher Quality Statute. This evaluation system includes:

- Comprehensive evaluation for all beginning teachers at the end of their second year of teaching.
- Individual career development plans for career teachers.
- Performance reviews at least once every three years for career teachers.
- Intensive assistance for career teachers not meeting one or more of the Iowa Teaching Standards

Procedural guidelines are outlined in the Panorama Teacher Evaluation System compiled in 2005.

#### ARTICLE 18 - TRANSFER

#### Section 1

Teacher and extracurricular vacancies shall be publicized to the staff by the posting of written notice on a bulletin board in each school building as far in advance of the date of filling such vacancy as possible, but not less than ten (10) days prior to the date of filling the vacancy. Vacancies occurring after the close of the schools in the spring and before they reopen in the fall shall be posted in the District central office and such position will be filled at any time an appropriate candidate becomes available, without regard to a time limitation. Such vacancies shall be filled on the basis of personal and professional qualifications as determined by the administration. Securing the most qualified candidate for a position shall be the prime concern. Where qualifications are substantially equal in the sole and exclusive judgment of the administration, preference shall be given to qualified personnel currently employed by the Board.

#### Section 2

Teacher requests for transfer to another building shall be in writing to the superintendent prior to January 15. In addition, requests for transfers for the following school term may be made after February 15, whenever a vacancy occurs. Transfers may be granted as long as the teacher is qualified and in the sole and exclusive judgment of the administration the best educational needs of the District are served.

#### Section 3

The teacher to be transferred shall be notified as soon as possible. The teacher may confer with the principal, with Association representation if desired, and be allowed to express his/her views on said transfer.

#### ARTICLE 19 - IN-SERVICE TRAINING

The Board agrees to provide an in-service training program at District expense. Employees shall be given release time during the school year to attend such in-service training.

Employees shall give input into in-service training. Group or total staff in-service will also be considered.

# Schedule A

Panoran	na Salary	Schedul	e 2006-	2007	
STEP	B.A.	B.A. + 15	B.A. + 30	M.A.	M.A. + 15
"0	26175	26935	27715	28515	29335
"1	26775	27545	28345	29165	30005
"2	27375	28155	28975	29815	30675
"3	27975	28765	29605	30465	31345
"4	28575	29375	30235	31115	32015
"5	29175	29985	30865	31765	32685
"6	29775	30595	31495	32415	33355
"7	30375	31205	32125	33065	34025
"8	30975	31815	32755	33715	34695
"9	31575	32425	33385	34365	35365
"10	32175	33035	34015	35015	36035
"11	32775	33645	34645	35665	36705
"12	33375	34255	35275	36315	37375
"13	33975	34865	35905	36965	38045
"14		35475	36535	37615	38715
"15			37165	38265	39385
"16				38915	40055
"17					40725

Above salary schedule does <u>not</u> include Phase I, or II, dollars or additional state teacher compensation pay

Hospitalization (Major/Medical) \$529.75 per month. Unused portion applied towards T.S.A. For teachers electing not to receive the School's insurance, \$490.00 will be applied towards a T.S.A.

Board pays for Long Term Disability policy and \$10000 Life Insurance.

- 3 personal days unused days will be reimbursed at substitute teacher pay rate per day 1 professional day
- 5 bereavement days for immediate family
- 1 bereavement day for other relatives
- 15 days sick leave accumulating to maximum of 105 days
- 5 days sick leave for family

# Panorama Extra Duty Pay 2006-2007 Schedule B

26175	%	"1-3	%	"4-6	%	"7 or >
Athletic Director	14.0%		15.0%	\$3,926	16.0%	\$4,188
		, , , , , , , , , , , , , , , , , , , ,				
Football	11.0%	\$2,879	12.0%	\$3,141	13.0%	\$3,403
Volleyball	11.0%	1	12.0%	\$3,141	13.0%	\$3,403
Boys Basketball	11.0%		12.0%	\$3,141	13.0%	\$3,403
Girls Basketball	11.0%			\$3,141	13.0%	\$3,403
Boys Track	11.0%	<del></del>		\$3,141	13.0%	\$3,403
Girls Track	11.0%			\$3,141	13.0%	\$3,403
Wrestling	11.0%			\$3,141	13.0%	\$3,403
Baseball	11.0%	\$2,879	12.0%	\$3,141	13.0%	\$3,403
Softball	11.0%		12.0%	\$3,141	13.0%	\$3,403
Cross Country	9.5%	\$2,487	10.5%	\$2,748	11.5%	\$3,010
Boys Golf	9.5%		10.5%	\$2,748	11.5%	\$3,010
Girl Golf .	9.5%	\$2,487	10.5%	\$2,748	11.5%	\$3,010
assistant	8.0%	\$2,094	9.0%	\$2,356	10.0%	\$2,618
Band	10.0%	\$2,618	11.0%	\$2,879	12.0%	\$3,141
Summer Band	10.0%	\$2,618	11.0%	\$2,879	12.0%	\$3,141
HS Vocal Music	10.0%	\$2,618	11.0%	\$2,879	12.0%	\$3,141
Elem Vocal Music	4.0%	\$1,047	5.0%	\$1,309	6.0%	\$1,571
Jr High Coaches	5.0%	\$1,309	6.0%	\$1,571	7.0%	\$1,832
Basketball & VB Scorer	4.0%	\$1,047	5.0%	\$1,309	6.0%	\$1,571
Annual	4.0%	\$1,047	5.0%	\$1,309	6.0%	\$1,571
Drama	4.0%	\$1,047	5.0%	\$1,309	6.0%	\$1,571
Speech	4.0%	\$1,047	5.0%	\$1,309	6.0%	\$1,571
Drill Team	3.5%	\$916	5.0%	\$1,309	5.5%	\$1,440
Art	3.5%	\$916	4.5%	\$1,178	5.5%	\$1,440
TSA Sponsor	3.0%	\$785	4.0%	\$1,047	5.0%	\$1,309
FFA Sponsor	3.0%	\$785	4.0%	\$1,047	5.0%	\$1,309
Asst Jr High coach	3.0%	\$785	4.0%	\$1,047	5.0%	\$1,309
Cheerleading/sport	2.5%	\$654	3.5%	\$916	4.5%	\$1,178
JH Cheerleading	2.5%	\$654	3.5%	\$916	4.5%	\$1,178
Jr. Class sponsor(2)	2.5%					\$1,178
Sr. Class sponsor(1)	2.5%		3.5%			\$1,178
Flags sponsor	2.5%	\$654	3.5%	·		\$1,178
Student Council sponsor	2.5%	\$654	3.5%	\$916	4.5%	\$1,178
			ļ			

# SCHEDULE "C" PANORAMA EDUCATION ASSOCIATION PAYROLL DEDUCTION OF PROFESSIONAL DUES

Following are the guidelines for payroll deduction for professional dues:

COPIES TO: Original - Board

- A. An "Authorization to Employer" form must be submitted to the Panorama Community School District for the purpose of payroll deduction for professional dues. This form must be signed by the individual authorizing the deduction.
- B. Enrollment must be submitted prior to September 5 for persons employed for the full school year. There is no provision for payroll deduction for professional dues for members joining after this time. Enrollment is revocable upon thirty (30) days written notice to the Board and the Association.
- C. For persons enrolling by September 5, payroll deductions will be made commencing September 20 for eight (8) consecutive months. Each deduction shall amount to one-eighth (1/8th) of the total dues placed on payroll deductions.
- D. The Panorama Community School shall remit to PEA by October 1, the total amount deducted for professional dues from the previous month's payroll. Each month after this date on the first, the previous month's deductions shall be remitted with the last remit by May 1. Three copies of Schedule "C" will be provided.

I hereby authorize the Pan installments of \$	cation for payroll deduction for professional dues through deduction shall begin September 20,	in eight (8) equal
	ntinue for successive periods of one year unless re	evoked in writing by a thirty (30)
Date	Employee Signature	
	* * * * * * * * * * * * * * * * * * * *	

1st Copy - PEA

2nd Copy - Employee

# Schedule "D"

#### Phase I & II Funds

Phase I - Panorama CSD will pay each full time certified staff member a minimum of \$23,000 for as long a period as this plan is funded by the state legislature. Any monies originally allocated to Phase I that are not needed each subsequent year will be passed directly back to the controlled budget and then disbursed according to a formula agreed upon by the Panorama Board of Education.

Phase II - Each September a representative of the Board of Education and two representatives of the Panorama Education Association will jointly determine the amount of funds available through Phase II funding. This decision will be based upon utilization of the following criteria:

- Step 1 The amount of funds needed to pay FICA/IPERS will be subtracted from the total funds.
- Step 2 The amount of funds needed to comply with Phase I distribution will be subtracted from the total funds.
- Step 3 The Veteran Teacher Plan will be enacted and the total V.T.P. funds needed will be subtracted from the total funds available.
- Step 4 The amount of phase II funds owed to other districts for placement of special education will be subtracted.
- Step 5 The remaining funds will be divided by the total number of teachers who are above the first step on the salary schedule A and equally distributed.
- Step 6 Phase I and II payments will be made quarterly on October 20. January 20. April 20 and June 20.

#### Veteran Teacher Plan

BA Lane	\$65.00 for each year of experience past thirteen years and not to exceed 25
	years.
BA+15 Lane	\$70.00 for each year of experience past fourteen years and not to exceed 26
	years.
BA+30 Lane	\$75.00 for each year of experience past fifteen years and not to exceed 27 years.
MA Lane	\$80.00 for each year of experience past sixteen years and not to exceed 28
	years.
MA+15 Lane	\$85.00 for each year of experience past seventeen years and not to exceed 29
	years.

Veteran's pay for 1998-99 school year will be considered the base year.